

## Automatic Debit Enrollment Form

### Forget the hassle of mailing your student loan payment each month!

Sign up today to have your monthly payment automatically deducted from your bank account with our Automatic Debit Payment Plan.

To enroll in our Automatic Debit Payment Plan, please complete this form and return it either by fax to (817) 792-7878 or by mail to 4381 W. Green Oaks Blvd., Suite 200, Arlington, TX 76016-4452.

### Borrower Information

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Borrower Name: \_\_\_\_\_ Home Phone #: \_\_\_\_\_  
Loan Account Number: \_\_\_\_\_ Work Phone #: \_\_\_\_\_  
Borrower Address: \_\_\_\_\_ Email Address: \_\_\_\_\_  
\_\_\_\_\_  
Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Account Information

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**You must include a voided check to have payments deducted from your checking account or submit bank documentation listing your savings account number if you choose to have payments deducted from your savings account.** *Please attach the required checking or savings account documentation to the **BACK OF THIS FORM** in the space provided.*

Financial Institution Name: \_\_\_\_\_ Account Holder Name: \_\_\_\_\_  
Bank Account Number: \_\_\_\_\_ Transit/ABA Number: \_\_\_\_\_  
Bank Account Type:  Checking  Savings  
Account Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Authorization Acknowledgment

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By signing this form, you authorize Higher Education Servicing Corporation (HESC) to debit your bank account each month on the payment due date. If the payment due date falls on a weekend or holiday, your account will be debited on the next business day. The amount deducted may change if an interest rate change causes an adjustment to the monthly payment amount on this account. You further acknowledge that the origination of an ACH transaction to your account must comply with applicable U.S. Law and, specifically, the Rules of National Automated Clearing House Association.

Your account must be in a current repayment status to qualify for our automatic debit payment plan. Your first automatic debit will be scheduled within 60 days from the date your enrollment is processed by HESC. You will receive a notification letter by mail of when your automatic debits will begin. Until the initial debit occurs, you are responsible for making payments on the account to avoid any periods of delinquency.

You have the right to terminate this agreement at any time by sending us written notification at least ten business days prior to the next payment due date. HESC reserves the right to modify the terms of this agreement or terminate this agreement at any time. This agreement may be terminated during periods of deferment or forbearance; however, you may re-enroll in the plan after the period ends. This agreement may also be terminated by HESC if you fail to have sufficient funds in your account to cover the payment debited. A fee may be added to the loan account due to insufficient funds not to exceed the amount allowed under State Law or the terms of your promissory note.

If your lender provides an interest rate reduction based solely on your enrollment in our automatic debit payment plan and this plan is terminated for any reason, your interest rate will increase (not to exceed the maximum interest rate under the terms of your loan agreement).

Interest rate reductions granted for the Automatic Debit Payment Plan are dependent upon lender participation and program guidelines. Participating lenders reserve the right to modify or discontinue the interest rate reduction at its discretion and without notice. See lender's website for a complete list of program benefits, details and disclaimers.

# Automatic Debit Enrollment Form: Disclosure Statement

**1. Preauthorized Recurring Debits** - Higher Education Servicing Corporation ("HESC") will cause to transfer preauthorized debits to your designated student loan account(s). Such preauthorized debits may only be charged to accounts at recognized, federally insured depository institutions.

**2. Type and Nature of Electronic Transfers** - Each preauthorized debit to the designated student loan account will be made on a monthly basis, on or near the due date of the loan payment, and in an amount equal to the monthly installment.

**3. Questions about your Electronic Fund Transfers** - All questions about deposit entries made under this agreement should be directed to HESC and not to the financial institution where you have your account. HESC is responsible for the Electronic Fund Transfer (EFT) and for resolving transactional errors and issues. Our contact information is as follows: Higher Education Servicing Corporation, 4381 W. Green Oaks Blvd., Suite 200, Arlington, Texas 76016-4452. You may also contact us by telephone at 1-877-768-0001. You must contact us within sixty (60) days after you have been sent the first statement on which the error appeared.

**4. Your Liability for Unauthorized Transfers** - If you believe that someone has transferred or may transfer money without your permission from your bank account in violation of your directions to HESC under this agreement, please contact us as noted above. Our business days are Monday through Friday. A prompt telephone call is the best way to minimize your potential loss. In addition, if your statement shows preauthorized transfers that you did not make, contact us immediately. If you do not contact us within sixty (60) days after the statement was mailed to you, you may not be able to get back any money you lost after sixty (60) days.

**5. Stopping Preauthorized Payments** - If you have preauthorized us to make regular automatic payments to your student loan(s) from your bank account, you may stop these payments. You must write to us in time for us to receive the request at least ten (10) business days before the payment is scheduled to be made.

**6. If We Fail to Make a Transfer** - If we fail to complete a transfer from your bank account on time or in the correct amount according to our agreement with you, HESC agrees to accept responsibility. Exceptions to this include, but may not be limited to, the following:

- a. If, through no fault of HESC, you have insufficient funds in your bank account to make the transfer, or
- b. If, through no fault of HESC, the information for preauthorized payment transfer is not received as scheduled; or
- c. If the money in your bank account is subject to a legal process other than encumbrances; or
- d. If circumstances beyond our control, such as fire, flood, power or computer failure, prevent the transaction despite reasonable precautions we have taken.

**7. Privacy** - We may disclose information to third parties regarding your bank account, your student loan account, and/or the transfers that you authorize to your student loan account under the following circumstances:

- a. Where it is necessary for completing a transfer; or
- b. In order to comply with criminal justice agency requests, subpoenas, lawful discovery under federal or state rules of civil and criminal procedure or court orders; or
- c. If you give us written permission to do so.

**8. Other Agreements and Regulations** - Preauthorized transfers are subject to all charges, rules and regulations governing deposits to accounts and all other agreements and disclosures for checking, savings, and overdraft line of credit accounts, and are subject to any future changes.

**9. Termination, Changes, and Assignment** - HESC reserves the right to make changes in this Agreement or assign the obligation to process transfers at any time. HESC may cancel preauthorization transfer services without cause, and you may terminate this Agreement at any time by giving notice as written above.

*Attach checking or savings account documentation here.*